

ORIGINAL

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LP
5-8-0

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

OHIO CASUALTY GROUP, as
Subrogee of ERIC STAUB
9450 Seward Road
Fairfield, Ohio 45014

Plaintiff,

v.

J & J INVESTMENT MANAGEMENT
COMPANY
208 Knob Creek Lane
York, PA 17402

Defendant.

1 : CV 01-0785

CIVIL ACTION NO:
JURY TRIAL DEMANDED

FILED
SCRANTON

MAY 04 2001

PER JS
DEPUTY CLERK

COMPLAINT

Plaintiff, Ohio Casualty Group, as subrogee of Eric Staub, through its counsel, Hayes A. Hunt, Esquire and Cozen and O'Connor, hereby demand judgment against defendant, J & J Investment Management Company, and complain against defendant as follows:

PARTIES

1. Plaintiff, Ohio Casualty Group ("OCG"), is a corporation duly organized and existing under the laws of the State of Ohio, with its principle place of business located at 9450 Seward Road, Fairfield, Ohio, who, at all times material hereto, was engaged in the business of insurance and was licensed to do business in the Commonwealth of Pennsylvania.

2. Defendant, J & J Investment Management Company ("J & J"), based upon information and belief, is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principle place of business located at 208 Knob Creek

Lane, York, Pennsylvania, who, upon information and belief, at all times material hereto, was engaged in the business of real estate ownership and management.

JURISDICTION AND VENUE

3. Jurisdiction is invoked under the provisions of 28 U.S.C. §1332, as the matter in controversy exceeds \$75,000.00, exclusive of interest and costs and the controversy is between parties of different states.

4. Venue is proper in the Middle District of Pennsylvania as this is the judicial district in which the claim arose.

GENERAL ALLEGATIONS

5. At all times material hereto, OCG's insured, Eric Staub, owned his home located at 217 North Broad Street, York, Pennsylvania 17403 ("subject premises").

6. At all times material hereto, OCG provided property insurance coverage under Policy No. ("subject policy") DHW08827087 to Eric Staub for, inter alia, his real and personal property.

7. Prior to May 26, 2000, J & J owned property located at 213 North Broad Street, York, Pennsylvania.

8. On or about May 26, 2000, a fire ("subject fire") occurred at the J & J property located at 213 North Broad Street, York, Pennsylvania, and spread to the subject premises causing severe and extensive damage and destruction to Eric Staub's real and personal property.

9. As a direct and proximate result of the subject fire, Eric Staub sustained severe and extensive damage to his real and personal property, the fair and reasonable repair and replacement costs of which is in excess of \$75,000.00.

10. Eric Staub subsequently made claim under the subject policy for the aforesaid damages and, in compliance with all the terms and conditions of the subject policy, OCG made payments to Eric Staub under and pursuant to the terms of the subject policy and in an amount in excess of \$75,000.00

11. Under and pursuant to the terms of the subject policy and in accordance with the common law principles of equitable subrogation, and to the extent of payments, OCG has made to Eric Staub as alleged above, OCG is duly subrogated to the respective rights, claims and causes of action of Eric Staub against J & J as alleged herein.

COUNT ONE

NEGLIGENCE

12. OCG hereby incorporates by reference the averments contained in Paragraphs 1 through 11 above, as though each were fully set forth at length herein.

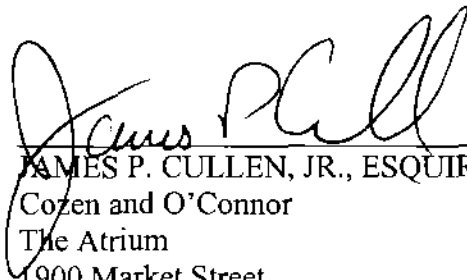
13. The aforesaid fire and resultant damages sustained by Eric Staub were proximately caused by the negligence, carelessness and/or recklessness of defendant, J & J, its agents, servants and employees acting within the scope of their employment, as follows:

- (a). Failing to safely and properly secure and maintain its property;
- (b). Failing to take measures to prevent a fire during and/or following the ownership of the property;

- (c). Failing to take all reasonable, proper and necessary precautions for the protection and safety of its own property, the subject premises and Eric Staub's property;
- (d). For allowing a dangerous condition to exist within its property, which condition created an unreasonable risk of harm to the subject premises and Eric Staub's property;
- (e). Failing to direct and supervise its employees and/or subcontractors;
- (f). Permitting its employees and/or subcontractors to create an unreasonable risk of fire;
- (g). Failing to comply with the applicable standards, codes, instructions and/or regulations;
- (h). Failing to exercise proper and adequate care of the property as manager and/or owner of its property;
- (i). Failing to maintain its property in such a condition as to prevent the risk of fire to the subject premises;
- (j). Failing to secure its property and allowing the property to be in a state of disrepair which created a risk of harm by fire to the subject premises; and
- (k). Failing to adequately secure its vacant property to protect the subject premises under the circumstances.

14. As a direct and proximate result of the foregoing negligence, carelessness and/or recklessness of defendant, J & J, its agents, servants and employees acting within the scope of their employment, the fire referred to in Paragraph 8 above occurred, resulting in severe and extensive damage and destruction to Eric Staub's real and personal property, the fair and reasonable repair and replacement value of which is in excess \$75,000.00.

WHEREFORE, plaintiff, Ohio Casualty Group, as subrogee of Eric Staub, demands that judgment be entered in its favor and against defendant, J & J Investment Management Company, in an amount in excess of \$75,000.00, together with pre-judgment interest, damages for delay, the cost of this action, and such other and further relief as is deemed just and proper under the law.



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Philadelphia, PA 19103

Attorney for Plaintiff

DATED: 5/1/01

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